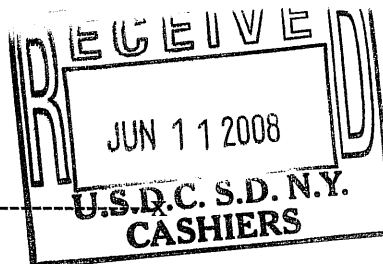


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Our Ref. : 08-P-004-JK

08 CV 5326

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



HARTFORD FIRE INSURANCE COMPANY
a/s/o Woodbridge Industries, Inc.,

08 Civ. ()

Plaintiff,

COMPLAINT

- against -

AMERICAN PRESIDENT LINES,

Defendant.

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Plaintiff, HARTFORD FIRE INSURANCE COMPANY, by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, Hartford Fire Insurance Company (hereinafter referred to as "Hartford"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of one of the states of the United States and provided all-risk cargo insurance for the subject shipment hereinafter described, and maintained an office and place of

business at P.O. Box 3122, Naperville, Illinois 60566-7122 and 2 Park Avenue, New York, New York.

3. Plaintiff Hartford has paid the consignee and owner of the shipment mentioned hereinafter pursuant to a marine cargo insurance policy herein before described and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The shipper and consignee hereinafter mentioned have performed all conditions required on their part to be performed with respect to the subject shipment.

4. Defendant, AMERICAN PRESIDENT LINES, (hereinafter "APL"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state and is a wholly owned subsidiary of Singapore-based Neptune Orient Lines, a global transportation and logistics company engaged in shipping and related businesses, with an office and place of business at 1085 Morris Avenue, Suite200, Union, New Jersey 07083, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. KOTA RATNA and the M.V. PRESIDENT TRUMAN as general vessels engaged in the common carriage of merchandise by water for hire between, among others, the ports of Chittagong, Bangladesh, and Seattle Washington.

5. On or before June 13, 2007, there was shipped by Manta Apparels, Ltd., as shipper, and delivered to APL and the M.V. KOTA RATNA, at Chittagong, as common carriers, a shipment consisting of six hundred and seventy (670) cartons of men's 100% cotton woven denim

jeans, then being in good order and condition, and defendant then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to Grayson, Kentucky, the place of delivery, via Seattle Washington, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Woodbridge Industries, LLC, the consignee and the plaintiff's assured, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant APL numbered APLU 056074803, dated on or about June 13, 2007.

6. Under the terms and conditions of the bill of lading issued by defendant APL and the aforementioned vessel, in as much as the claim included carriage to and through a port in the United States, the defendant APL and the aforementioned vessels voluntarily submit to the personal jurisdiction of the United States District Court for the Southern District of New York.

7. Thereafter the defendant made delivery of the aforementioned shipment ex the vessel M.V. PRESIDENT TRUMAN, at Grayson, Kentucky, but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious damage, shortage and impaired in value, all in violation of the defendant's obligations and duties as a common carrier of merchandise by water for hire.

8. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$148,379.76.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;
2. That if defendant cannot be found within this District then all of their property within this District be attached in the sum of \$148,379.76, with interest thereon and costs, the sum sued for in this Complaint;
3. That judgment may be entered in favor of plaintiff Hartford Fire Insurance Company and against defendant American President Lines, for the amount of plaintiff's damages, \$148,379.76, together with interest and costs and the disbursements of this action; and
4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
June 9, 2008

BADIAK & WILL, LLP
Attorneys for Plaintiff,
Hartford Fire Insurance Co.

By: 

JAMES P. KRAUZLIS (JK-4972)